BHADRAVATI FOREST DIVISION.

SALE OF TIMBER.

Notification dated 3rd November 1930.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose at 2 P.M., on the date noted below:—

Sl. No.	Name of Depot	Description of timber								Other kinds C.ft.	Date of sale	Remarks
		Teak C.ft.	Honne C.ft.	Bete C.ft. above 6' in girth	Bete C.ft. below 6' in girth	Matti C.ft. above 6' in girth	Matti C.ft. below 6' in girth	Nandi C.ft.	Hanal C.ft.			
1	Tarikere Depot ..	25,000	5,000	2,500	750	6,000	4,750	10,500	8,000	7,000	25th November 1930.	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than 15th June 1931. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

Ordinarily, no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for the lot at the time of the sale; and no

timber shall be removed from the depot unless a permit is obtained from the Forest Officer, in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the puchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 7th November 1930.

It is hereby notified for information that the security deposit accounts of the following savings bank account pass book holders are remaining undisbursed in the accounts of this office from a very long time. Claimants, if any, are requested to appear in person and establish their claims to the satisfaction of the undersigned within two months from the date of publication of this notice failing which the amount will lapse to Government.

Name	Designation	Book No.	Amount	Name of treasury
			Rs. a. p.	
1. B. Thimmayya ...	Ex-Forest License Vendor, Bhadravati.	2843	175 6 11	Shimoga District
2. Rangayya bin Gavianna.	Ex-Forest License Vendor, Nagenahalli.	990	200 0 10	Tarikere Taluk
3. Muddiveeriah ...	Ex-Forest License Vendor, Chandragiri.	1307	102 5 6	Do
4. Mahamed Hussain ...	Ex-Forester ...	3944	405 10 0	Shimoga District

Tender Notification dated 8th November 1930.

Sealed tenders will be received at the Office of the the District Forest Officer, Bhadravati Division, Bhadravati, up to 2 P.M., on the 27th November 1930, for the right of collection and removal of big and small bamboos in the undermentioned State Forests of the Division, for the year 1930-31 :—

Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Narasimharaja-pura.	Malandurgudda ...	...	...	2,000	Bhadravati District Forest Office.	27th November 1930.	Except Garasu all other Bamboos are included.
	Kusgal ...	...	1,000	2,000			
	Megara akki ...	...	2,000	2,000			
	Muduguni ...	...	...	2,000			
Tadasa ...	Thadasa ...	...	5,000	15,000			
Muthodi ...	Muthodi ...	...	1,000	15,000			
	Jagar ...	...	...	15,000			
	Kagemanegere ...	...	...	10,000			
	Total ...	...	10,000	82,000			

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rate should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit as security a sum of Rs. 50 or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself:—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 30th June 1931.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

Notification dated 5th November 1930.

Notice is hereby given under section 40 of the Mysore Forest Regulation that the undermentioned kinds and quantities of timber lying unclaimed in the Mudigundi village are seized and kept in the custody of Veeregowda, Patel of Mudigundi.

Persons having any right to this timber may present a written statement of their claims to the District Forest Officer, Bhadravathi, within one month from the date of publication of this notification and establish the same to his satisfaction failing which the property will be forfeited to Government under section, 42 of the Mysore Forest Regulation.

Name.	Kind.	No.	C.ft.	Remarks.
1. Lakvalli Forest Sub-Division. Mudigundi	Teak poles	8	44¼	In the custody of Veeregowda, Patel of Mudigundi village.

C. H. EAGLES,
District Forest Officer.